

Request for Proposal No. 2025-021

Language Interpretation and Translation Services

Due Date:April 29, 2025Time:10:00 AM Local TimeSubmittal Location:Electronic Submission (Refer to Section 2.2)

Non-Mandatory Pre-Submittal Conference

Date:April 11, 2025Time:10:00 AM Local TimeLocation:Virtual Meeting (Refer to Section 2.3)

Procurement Contact:

Vicky Watts, CLGPO Senior Procurement Specialist 704.283.3601 vicky.watts@unioncountync.gov

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2025-021 Language Interpretation and Translation Services

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until <u>10:00 AM Local</u> <u>Time on April 29, 2025.</u>

Union County, North Carolina, through Human Services Business Operations, is seeking proposals from qualified vendors to provide language interpretation and translation services.

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

The solicitation may be examined at the Union County Government Center, Procurement and Contract Management Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below:

- 1. Download the Solicitation Documents from the Union County website: <u>https://www.unioncountync.gov/departments/bids-procurement/current-bids</u>
- 2. Download the Solicitation Documents from the State of North Carolina eVP website: <u>https://evp.nc.gov/solicitations/</u> (Search County of Union)

A Non-Mandatory, Virtual Pre-Proposal Conference will be held on <u>April 11, 2025 at 10:00 AM</u> <u>Local Time</u>. Representatives from Union County will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (<u>vicky.watts@unioncountync.gov</u>) no later than <u>April 15, 2025 at 3:00 PM Local Time</u>.

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest. Union County also reserves the right to award to multiple vendors. Service Providers are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

-End of Advertisement-

2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE

All Proposals are to be received electronically by the Union County Procurement Department no later than <u>April 29, 2025 at 10:00 AM Local Time</u>, per the instructions below. Any proposals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <u>https://lfportal.unioncountync.gov/Forms/procurementsubmit</u>. The proposal must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Select the solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal as <u>one (1) complete document</u>, and select submit. The maximum accepted size is 30 MB. A delivery notification email, from <u>LF-Forms@co.union.nc.us</u>, will be sent as your confirmation of receipt.

Paper submissions and/or email submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest, cancel this solicitation and award to multiple vendors.

2.3 VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

A virtual Non-Mandatory Pre-Proposal Conference will be held on <u>April 11, 2025 at 10:00 AM</u> <u>Local Time</u> at the link below. Representatives from Union County will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged.

Microsoft Teams

Join the meeting now Meeting ID: 256 320 205 657 Passcode: gD7Qe75q

2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before <u>April 15, 2025 at 3:00 PM Local Time</u>. The primary purpose of this is to provide participating vendors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Vicky Watts at <u>vicky.watts@unioncountync.gov</u> by the deadline shown above. The email should identify the <u>proposal number and title</u>. All questions and answers may be posted as addenda on the Union County Website or the State of North Carolina eVP Website as indicated on the advertisement page.

2.5 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this RFP, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on <u>Appendix C, Addendum and Anti-Collusion Form</u>.

2.6 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. <u>No contact regarding this document with other</u> <u>County employees is permitted and may be grounds for disgualification.</u>

3 INTRODUCTION

3.1 COUNTY

The County (estimated population 257,682) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 NOTICE OF FEDERAL FUNDING

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

3.3 PURPOSE

Union County is seeking proposals from interested and qualified vendors to provide Over-the-Phone (OPI), Video Remote Interpretation (VRI) and written translation services for foreign language interpretation. These services are needed in order to ensure that the Department's limited English proficient customers are able to obtain access to available programs and benefits without barriers. The successful Vendor will demonstrate the capacity to provide foreign language interpretation and translation services using qualified personnel in the target languages identified within the applicable time constraints.

4 SCOPE OF WORK

This solicitation will consist of performing all work, and providing all labor, materials, tools, equipment and transportation necessary to provide Over the Phone interpretation (OPI) and Video Remote Interpretation (VRI) in the target languages, including American Sign Language (ASL)

through any and all requested phases of a claimant's interaction with Union County. In some cases, associated document translation may also be requested. OPI, VRI and written translation services will be utilized strictly on an as-needed basis, with no minimum amount of work guaranteed under any contract resulting from this RFP.

- Language interpretation and associated document translation should be conducted so as to faithfully and accurately convey the meaning of the source language. Interpretations should reflect the style, register and cultural context of the source message without omissions, additions or embellishments.
- Vendor must be able to provide (at a minimum) OPI, VRI and Document Translation Services for all languages/dialects listed in Section 11, Appendix D – Language Requirements and VRI for American Sign Language (ASL).
- 3. Only proposals from companies established in the foreign language interpretation business and qualified to handle accounts of this size will be considered. <u>Three (3) years</u> <u>minimum experience is required.</u> Prior to award, Union County reserves the right to investigate a Vendor's ability to fulfill the requirements of the contract.

4.1 CONFIDENTIALITY STATEMENT

Vendor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Contract. Provide a sample copy of your Vendor's Confidentiality Statement with proposal.

4.2 INTERPRETER OPERATIONAL REQUIREMENTS

- 1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.
- 2. The interpreter will speak in the first (1st) person.
- 3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.
- 4. The interpreter will refrain from entering into a disagreement with the customer and/or the client.
- 5. The interpreter will accurately interpret the client's statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted, which may erroneously change the meaning the of the client's statements.
- 6. All conversations, interpretations, or translations will remain confidential and will not be shared with individuals unrelated to the call or translation. Calls must only be recorded for Quality Assurance and training purposes.
- 7. The translator will provide accurate (reflect the meaning correctly), effective (provide the intended effect on the reader), and impartial (unbiased) services.

4.3 OVER-THE-PHONE INTERPRETATION (OPI) SERVICES

OPI services must meet and/or exceed the following requirements.

- Regularly and continuously engaged in the business of providing multilingual Overthe-Phone Interpretation (OPI) services for at least three years.
- Have a language proficiency certification procedure in place to verify competency as a condition of employment as an interpreter.
- Possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
- Capable of providing the County instant access to an interpreter. Connection time is not to exceed 10 seconds for Spanish and not to exceed 15 seconds for all languages.
- Have capability of providing at a minimum the languages outlined in Section 11, Appendix D – Language Requirements.
- Maintain Interpretation services capability 24 hours per day, seven days per week.
- Maintain an adequate number of available interpreters in the most often accessed languages to maintain minimum connection time requirements.
- Provide a live operator option.
- Have an established telephone redundancy system to ensure the County's residents and employees receive uninterrupted services in case of system or power failure.
- Provide complete transition and training services to County at no additional cost.
- Work with the County to identify and/or modify equipment required to deliver multilingual interpretation services efficiently and effectively at no additional charge.

4.4 VIDEO REMOTE INTERPRETING (VRI) SERVICES

In addition all languages/dialects listed in Section 11, Appendix D – Language Requirements, the Vendor must provide video conferencing technology to connect a deaf or hard-of-hearing person with an American Sign Language (ASL) interpreter remotely, facilitating communication.

VRI must provide real-time, full-motion video and audio over a dedicated high-speed, widebandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication. VRI must provide sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of body position. VRI must also provide a clear, audible transmission of voices.

4.4.1 EQUIPMENT

- 1. Contractor must provide all necessary equipment and software required. Union County requests the option to purchase software license, if needed.
- 2. Contractor must have all necessary equipment installed and functioning to provide the services required in the resulting contract.
- 3. Contractor must have telephone terminal equipment with expansion capabilities to accommodate an increase in call volume, as needed.
- 4. Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
- 5. Contractor's telephone terminal and VRI equipment must be capable of collecting the detailed call traffic information needed to produce the reports and invoice details required by the contract.
- 6. Outbound calls and/or third-party calls will be required of the Vendors under the resulting Master Agreement. Vendors shall not charge for these calls.
- 7. Contractor agrees that no interpretation work by wireless communication device shall take place in a moving vehicle if the interpreter is the driver. This strict prohibition is intended to avoid driver distractions, accidents, risks to others, and lack of interpreter focus on the interpretation work itself. In addition, background noise such as traffic, barking dogs, crying babies, wind, and other people carrying on nearby conversations is a distraction to others on the phone and interpretation work should not proceed when any participant cannot hear due to the background noise and requests the interpreter to relocate to a quiet area. Subject to contract cancelation and other penalties, any interpretation conducted on a wireless device, whether texting or oral, is prohibited under this contract if conducted in a moving vehicle when the interpreter is the driver. To be clear, this prohibition shall also apply in states with laws addressing cell phone use and/or texting while driving and applies to all drivers involved with manually or orally typing; or entering multiple letters, numbers, symbols or other text in a wireless communication device; or sending or reading data in the device, for the purpose of oral or non-voice interpersonal communication, including texting, emailing, and instant messaging. Vehicles equipped with Bluetooth devices and dash mounted phones are not an exception to this prohibition. Interpreters must not be driving in a moving vehicle when conducting interpretations.

4.5 WRITTEN TRANSLATION SERVICES

These services include but not limited to the following:

- Provide written translation services (from English to another language or vice versa).
- Translation services shall be provided at the Contractor's work site or in other locations as mutually agreed.
- Provide document translations for use in an electronic format.

- Work with the County to maintain accurate documentation of English and second language translations in an archive format.
- Transfer translations electronically in a secure format.
- Contractor shall be able to provide translation of documents and other written materials within one (1) to four (4) days (96 hours) after receiving a request from Union County assuming that the records to be translated are not voluminous.

4.6 DELIVERABLES AND REPORTS

Contractor shall submit, at no additional cost, monthly reports of services rendered. <u>The County</u> <u>prefers an online method for reports.</u> These reports must include, but not be limited to:

4.6.1 CALL DETAIL – INTERPRETATION SERVICE

- Language requested
- Caller contact information (including, but not limited to, Access Code, Personal Code, such as a phone extension or a worker number, or other identifying code, if available, and department or agency requesting such service)
- Date and Time of the Call
- Call Start and End Time
- Connection Time to Interpreter
- Interpreter Number
- Rate Code or Rate
- Minutes Per Call
- Total Charge per Call

4.6.2 MONTHLY CALL SUMMARY REPORT – USAGE BY LANGUAGE

- Language requested
- Total Minutes Per Language
- Total Calls Per Language
- Average Length of Call Per Language
- Percentage of Total Minutes Per Language
- Average Interpreter Connect Time (seconds) per Language
- Total Charge Per Language

4.6.3 MONTHLY CALL SUMMARY REPORT – USAGE BY LANGUAGE

- Total Calls per Department
- Percentage of Calls per Department
- Details of Languages Requested per Department
- Percentage of Language Usage per Department
- Percentage of Total Minutes per Department
- Percentage of Total Charges per Department

4.6.4 WRITTEN TRANSLATION DETAIL

- Language requested
- County contact information (including, but not limited to, Access Code, Personal Code, such as a phone extension or a worker number, or other identifying code, if available, and department or agency requesting such service)

- Date and Time of Request
- Translation Personnel
- Rate
- Number of Words Translated
- Total Charge

In addition to the standard reports described above, Contractor agrees to provide ad hoc reports upon request.

4.7 INVOICING

- Contractor must only invoice for the time that interpreter service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the customer and the client.
- 2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15th day of the calendar month immediately following the month under invoice.
- 3. Interpreter Services: Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.
- 4. Written Translation Services: Invoices will reflect per word billing increments.
- 5. The minimum billable charge shall be equal to a one minute charge at the rate of the language for which interpreter service is provided.
- 6. Invoices must contain the following information, either within the invoice or as an attachment to the invoice, at a minimum:
 - a. Union County Contract number;
 - b. Date of invoice;
 - c. Contractor name and address;
 - d. Customer account number and Department name/program;
 - e. Billing period;
 - f. Interpreting modality (OPI, VRI, or Document Translation);
 - g. Interpreter's name or other identifying information/number;
 - h. Date and time of each interpreter or translation service occurrence provided;
 - i. Interpreted language associated with the call or translation;
 - j. Duration of the interpreter service provided, measured in tenth of a minute increment;
 - k. Contract rate per minute for interpretation and per word for translation;
 - I. Interpreter Connection Time;
 - m. Total number of calls interpreted, or documents translated;

- n. Total number of billable interpretation minutes or words translated;
- o. Total number of "no interpreter available" calls;
- p. Percentage of calls connected in 30 seconds or less;
- q. Total number of calls resulting in interpreter connection times of greater than 60 seconds;
- r. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online;
- s. Total dollar amount due; and
- t. Any applicable prompt payment discount(s) available.

4.8 CUSTOMER SUPPORT

- 1. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.
- 2. Provide point of contact for customer service;
- 3. Provide procedures for after-hours support; and
- 4. Describe the process for addressing issues including problem reporting, assignments, escalation, and resolution.

4.9 INSTRUCTIONAL MATERIALS

- Contractor must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Contract. Materials should include language identification materials such as "I Speak" cards and procedural information for accessing the services.
- Instructional materials must also include informational language posters for the public indicating interpretation and translation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each Participating State to be identified in each state's Participating Addendum.
- 3. Sample informational posters must be provided to customers for approval and possible editing free of charge in order to suit local languages/needs.
- 4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Contract.

4.10 CUSTOMER SATISFACTION SURVEY

Service Providers shall include a sample of any Customer Satisfaction Surveys they currently do for other existing customers, and show us how their follow-up corrective action mechanism works for any issues identified in the course of these Surveys.

4.11 SERVICE PROVIDER'S FINANCIAL INFORMATION

The Service Provider must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the proposal evaluation process:

- 1. Annual audited financial reports for the past five (5) fiscal years.
- 2. Credit reports, credit bulletins, bank and vendor references, and any other published statements by agencies that have been issued or published about the entity within the past five (5) years.
- 3. Indicate whether the Service Provider (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years.
- 4. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Service Provider's financial position or ability to provide services to the County.

5 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

5.1 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

5.2 PROPOSAL FORMAT

<u>The County desires all responses to be identical in format in order to facilitate</u> <u>comparison.</u> While the County's format may represent a departure from the Offeror's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – <u>Refer to Section 2.2</u>. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Proposals must not exceed 25 pages, 8 1/2" x 11" with one (1) inch margins typed with Arial or Times New Roman font, and text size minimum of eleven (11) points. All proposals must include titles that correspond with the bolded sections and subsections to which the information pertains. *Charts and screenshots are not restricted to formatting requirements; however, please use your judgment for decipherability.*

The RFP should include a response to each of the following criteria. **Failure to address each area could result in rejection of a proposal.** Please provide a table of contents in the format of the proposal requirements identifying each section and subsection. Include examples of procedures, reports, or other information where applicable.

The proposal should be organized and identified by sections using labeled titles:

- Section A Cover Letter
- Section B Company and Qualifications
- Section C Description of Proposed Services
- Section D Key Staff
- Section E Implementation Plan and Schedule
- Section F Credentials
- Section G References
- Section H Required Forms

Omissions and incomplete answers may be deemed unresponsive.

5.2.1 SECTION A – COVER LETTER

The cover letter shall briefly introduce your firm, principal in charge, and area(s) of experience in which your firm is seeking consideration. Also, include the following:

- Expression of firm's interest in the work.
- Statement of whether firm is on register with the Secretary of State.
- Legal company name and DBA (if applicable).

- Corporate headquarters' address, phone number and Website address.
- Location Providing Service (if different from headquarters), address and telephone number.
- Required: Name of single point of contact, title, direct telephone number and/or extension and direct email address.
- Name of person with binding authority, title, address, direct telephone number and/or extension and email address.
- <u>Make the following representations and warranty in the cover letter</u>, the falsity
 of which might result in rejection of its Statement of Qualifications:

 "The information contained in this SOQ or any part thereof, including any
 exhibits, schedules, and other documents and instruments delivered or to be
 delivered to the County, is true, accurate, and complete. This SOQ includes
 all information necessary to ensure that the statements therein do not in whole
 or in part mislead the County as to any material facts."

5.2.2 SECTION B – COMPANY AND QUALIFICATIONS

This section provides each company with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other companies. Careful attention should be paid to providing information relevant to Union County's needs.

- Provide company history, and number of years in business under the current organizational name, structure and services offered.
- Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.
- How many public sector (cities and counties) clients does your company have?
- Provide a management organization chart of your company including director and officer positions and names and the reporting structure.
- Explain how your organization ensures the personnel performing the services are qualified and proficient.
- Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the solicitation.
- List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
- Are audited or otherwise verifiable financial statements available upon request?
- Is the Vendor's organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services.
- Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified herein.

5.2.3 SECTION C – DESCRIPTION OF PROPOSED SERVICES

Describe in detail how the overall services for Over-the-Phone, Video Remote Interpreting, and Written Translation will meet or exceed each requirement as outlined in the Scope of Services. At a minimum, the following must be included:

- Explain any special resources, procedures, or approaches that make the services of Vendor responsive to meeting the minimum qualifications and requirements of the RFP particularly advantageous to the County.
- Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.
- Provide sample of current confidentiality statement currently utilized. (Section 4.1)
- Describe in detail the equipment and software that will be utilized for this service. (Section 4.4.1)
- Provide a sample report of services rendered. (Section 4.6)
- Describe customer support services. (Section 4.8)
- Describe available instructional materials. (Section 4.9)
- Provide sample of a customer satisfaction survey. (Section 4.9)

5.2.4 SECTION D – KEY STAFF

- Provide a list of staff, including job title and years of employment, who will perform the work on this project and indicate the functions that each will perform.
- Include educations background and related experience on similar projects.

5.2.5 SECTION E – IMPLEMENTATION PLAN AND SCHEDULE

The Implementation Plan and Schedule should provide a clear picture of what the County can expect, and when to expect it, upon execution of a contract.

5.2.6 SECTION F - CREDENTIALS

Provide proof of any permits, licenses, and/or professional credentials necessary to perform services as specified in this RFP.

5.2.7 SECTION G – REFERENCES

List three (5) client references with which you have had contracts currently or within the past three (3) years for this service. Please provide the following for each client:

- Name of Company/Government Entity
- Address
- Project Name
- Contact Name and Title
- Phone Number
- Email Address
- Length of Service

5.2.8 SECTION H – REQUIRED FORMS

Offerors must include signed copies of the following documents in this section:

- <u>Appendix A</u> Cost Proposal
- <u>Appendix B</u> Proposal Submission Form (signed)
- <u>Appendix C</u> Addenda Receipt and Anti-Collusion (signed)

6 EVALUATION CRITERIA AND SELECTION PROCESS

6.1 SELECTION PARTICIPANTS

- 1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
- 2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
- 3. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
- 4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
- 5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

6.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with the respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Evaluation Criteria	Weights
Company Background and Experience	35%
Proposed Services and Implementation	40%
Compliance with Submittal Requirements	15%
Price Proposal	10%

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Evaluation Criteria	Weights
Proposed Approach, Implementation and Staff	65%
Cost, Quality and Relevance of Interview as it Relates to the	
Scope of the RFP	35%

6.3 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification.

The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

More than one proposal from an individual, Offeror, partnership, corporation or association under the same or different names, will not be considered.

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERMS AND CONDITIONS

The contract award may have an initial term of two (2) years with three (3) one-year renewal options at the County's discretion, pending annual budget approval.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

7.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the Proposal shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service.

7.3 COST ADJUSTMENTS

The Unit Pricing for the Initial Term shall be based upon the response to this solicitation. However, the Unit Pricing for any Renewal Term may be adjusted at the beginning of such Renewal Term by multiplying the Unit Pricing effective in the previous term by the quotient of the All Urban Consumers Price Index (CPI-U) (South Region), Others Goods and Services, with the Index Period of 2025-2030 as published by the Bureau of Labor Statistics, United States Department of Labor, in effect ninety (90) days prior to the commencement date of the new Renewal Term divided by such CPI in effect for the same month one (1) year prior to such date. However, any Unit Pricing increase pursuant to the previous sentence shall be capped at a five percent (5%) increase from one term to the next. Any such Unit Pricing adjustment for a Renewal Term must be requested by the Vendor or County within thirty (30) days from the date of the County's notice of its exercise of an option to renew the Contract for a Renewal Term.

7.4 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the proposal by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

7.5 EXCEPTION TO THE RFP

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

7.6 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Offeror may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 120 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted.

7.7 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

7.8 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

7.9 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

7.10 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

7.11 DRUG-FREE WORKPLACE

During the performance of this Request, the Firm agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

7.12 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS' COMPENSATION (for any agreement unless otherwise waived by the Risk Manager) Statutory limits (where contractor has three or more employees) covering all employees, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit

 B. COMMERCIAL GENERAL LIABILITY (for any agreement unless otherwise waived by the Risk Manager) Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY (for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

(for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE (for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER) (for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. Builder's Risk (for any agreement involving above ground construction projects) Amount of Contract

ADDITIONAL INSURANCE REQUIREMENTS

A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured: <u>UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE</u> <u>INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL</u> <u>LIABILITY INSURANCE POLICY.</u>

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____ Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County 500 N. Main Street Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or

subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

7.13 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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8 APPENDIX A – COST PROPOSAL

RFP 2025-021 Language Interpretation and Translation Services

SUBMIT WITH PROPOSAL

Company Name: _____

The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion. Refer to Section 7 Evaluation Criteria and Selection Process.

Please complete the following price proposal form in its entirety as specified. No minimum quantities are guaranteed. Do not write in exceptions. All exceptions should be submitted on or before the question deadline of April 15, 2025 at 3:00 PM local time.

Description	Spanish	Russian	Ukrainian	Portuguese	American Sign Language
Over the Phone Interpretation (Per Minute)	\$	\$	\$	\$	n/a
Video Remote Interpretation (Per Minute)	\$	\$	\$	\$	\$
Written Interpretation (Per Word)	\$	\$	\$	\$	n/a

If there are additional costs that may be charged, please specify in the space below:

Description	Cost
Software License Purchase	
	1

9 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2025-021 Uniform Rental Services

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name:	
Representative Name:	
Representative Signature:	
Representative Title:	
Address:	
City/State/Zip:	
Email Address:	
Phone Number:	
Website Address:	

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and resubmit this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name:	
Title:	
Signature:	
Date:	

10 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM RFP 2025-021 Uniform Rental Service

SUBMIT WITH PROPOSAL

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on <u>www.co.union.nc.us</u> and/or <u>www.ips.state.nc.us</u>. It is your responsibility to check for this information.

Date Downloaded

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name:	
Name:	
Title:	
Email Address:	
Signature:	
Date:	

11 APPENDIX D – LANGUAGE REQUIREMENTS

RFP 2025-021 Uniform Rental Service

DO NOT SUBMIT WITH PROPOSAL

Afrikaans	Gaddang	Luxembourgeois	Samoan
Akan	Gaelic	Maay	Sango
Albanian	Garre	Macedonian	Serbian
Amharic	Georgian	Malagasy	Shanghainese
Arabic	German	Malay	Sichuan
Armenian	Greek	Malayalam	Sicilian
Ashante	Gujarati	Malinka	Sindhi
Assyrian	Haitian Creole	Maltese	Sinhalese
Azerbaijani	Hakka	Mam	
Azeri	Hakka - China	Mandarin	Slovak
Bajuni	Hassaniyya	Mandingo	Slovenian
Bambara	Hebrew	Mandinka	Somali
Basque	Hindi	Maninka	Soninke
Behdini	Hmong	Marshallese	Soprani
Belarussian	Hokkien	Mien	Sorani
Bengali	Hudanese	Mina	Spanish
Bosnian	Hungarian	Mirpuri	Sudanese
Bulgarian	Ibanag	Mixteco	Sudanese Arabic
Burmese	Ibo	Moldavian	Susu
Cantonese	Icelandic	Mongolian	Swahili
Catalan	Igbo	Montenegrin	Swedish
Chaldean	Ilocano	Moroccan-Arabic	Sylhetti
Chaochow	Indonesian	Navajo	Tagalog
Chavacano	Inuktitut	Neapolitan	Taiwanese
Cherokee	Italian	Nepali	Tajik
Chin	Jakartanese	Nigerian Pidgeon English	Tamil
Chuukese	Japanese	Norwegian	Telugu
Cree	Javanese	Nuer	Thai
Croatian	Kanjobal	Oromo	Tibetan
Czech	Karen	Pahari	Tigre
Danish	Kasmiri	Pampangan	Tigrinya
Dari	Kazakh	Pangasinan	Toishanese
Dinka	Khmer (Cambodian)	Pashto	Tongan
Diula	Kinyarwanda	Patois	Tshiluba
Dutch	Kirghiz	Pidgin English	Turkish
Estonian	Kirundi	Polish	Twi
Ewe	Korean	Portugese Creole	Ukranian
Farsi (Persian)	Kosovan	Portuguese	Urdu
Fijian Hindi	Krio	Pothwari	Uyghur
Finnish	Kurdish	Pulaar	Uzbek
Flemish	Kurmanji	Punjabi	Vietnamese
French	Laotian	Putian	Visayan
French Canadian	Latvian	Quichua	Wenzhou
Fukienese	Lingala		Wolof
Fula	Lithuanian	Romani, Vlach	Yiddish
i	Luganda	Romanian	Yoruba
Fuzhou	Luo	Russian	Yupik